

SPECIAL POWER OF ATTORNEY

I, Matthew Eric Workman, residing at 35 Boone Drive, Hernando, Mississippi 38632, hereby appoint Monica Fluer Workman of 35 Boone Drive, Hernando, Mississippi 38632, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions. This power shall include the authority to conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation, or political entity.
2. Perform any act necessary to deposit, negotiate, sell, or transfer any note, bond, security, or draft of the United States of America, including U.S. Treasury Securities.
3. Institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.
4. Have access to any safe deposit box that I might own, including its contents.
5. Sell or convey any interest of mine in real estate located at

35 Boone Drive
Hernando, Mississippi
and legally described on the attached Exhibit.
The total sale price must be at least \$240,000.00.

And

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This power shall include the power to (i) sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including deeds) that may be required to convey title to such property, and (iii) collect and receive the proceeds from any such sale.

If the Agent is my spouse, then I also hereby appoint James W. Amos of Hernando, MS, as my substitute Agent solely for the purpose of releasing any dower, homestead or other inchoate interest or other property rights (of whatever nature) which under local law may not be released by my spouse.

6. Mortgage or encumber any interest of mine in real estate located at:

35 Boone Drive
Hernando, Mississippi
and legally described on the attached Exhibit.
The mortgage amount shall not exceed \$240,000.00.

This power shall include the power to (i) mortgage or encumber on such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including a mortgage or deed of trust), and (iii) take any other action that may be required to effect such mortgage or encumbrance.

If the Agent is my spouse, then I also hereby appoint James W. Amos of Hernando, MS, as my substitute Agent solely for the purpose of releasing any dower, homestead or other inchoate interest or other property rights (of whatever nature) which under local law may not be released by my spouse.

7. Act on my behalf with respect to the following matters:

- Matters pertaining to the purchase of Real Estate

I hereby grant to my Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good

faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

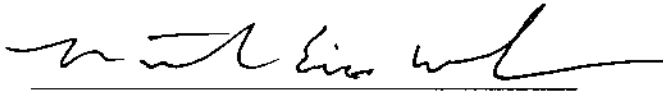
If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until January 01, 2006. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated 12 - 7, 2005, at Hernando, Mississippi.



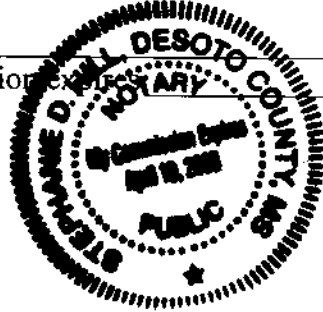
Matthew Eric Workman

STATE OF MISSISSIPPI, COUNTY OF DESOTO, ss:

On this 7th day of December, 2005, before me,
 _____, personally appeared Matthew Eric Workman, known to
 me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument
 and acknowledged that he/she executed the same as for the purposes therein contained.

Stephanie D. Hies
 Notary Public

My commission expires _____



This document was prepared by:

Name: James W. Amos
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 Hernando, Mississippi 38632
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